



Rural Growth Initiative Applicant Guidebook

Rural and Regional Development,
Department of Fisheries, Tourism, Sport and
Culture

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1. Introduction

This guidebook is meant to help potential applicants of the Rural Growth Initiative understand how to apply to the program, what funding will and will not cover, and program expectations if applicants are successful. All questions can be directed to the applicant's local Community Development Officer.

This document is reviewed on an ongoing basis. The most up to date version will be available here (Government of PEI website) or from your local Community Development Officer.

2. Purpose and Objectives

2.1. About the Rural Growth Initiative

The Rural Growth Initiative (RGI) has been offered by the Government of Prince Edward Island, Rural and Regional Development Division since 2018. The program aims to support, strengthen and increase the quality of life for PEI rural communities.

2.2. Program Outcomes

The ultimate outcome of the RGI is to increase the quality of life for PEI rural communities by supporting activities that work to:

- Enhance, maintain, or expand access to rural community spaces that provide community-wide services which enhance rural communities.
- Increase community or organizational capacity to support rural population growth, economic growth, or ability to provide rural community services that enhance rural communities.

To achieve these outcomes, the RGI offers two main funding streams of funding

1. Community Revitalization Funding Stream (with the following sub-streams):

- a. Small-sub-stream
- b. Large sub-stream
- c. Heat Pump Initiative
- d. Reception Centre Resiliency Fund

2. Community Capacity

3. Eligibility Requirements

3.1. Eligible Organizations

Organizations that have a mandate for community and/or economic development in rural PEI who are either a(n):

- Incorporated non-profit
- Municipality

- Band Council
- Development agency

The RGI defines rural as areas with populations less than 10,000 people.¹ This includes areas outside of the Charlottetown, Summerside and Stratford areas.

Organizations with an island-wide mandate or whose benefit extends to PEI rural communities, but who are based in urban areas may be considered for funding.

3.2. Ineligible organizations and/or applicants

- Private Businesses
- Provincial or federal-owned organizations
- Places of worship (unless applying for the Heat Pump Initiative only under the Community Revitalization Program)
- Organizations whose services benefit urban populations only
- Cooperations that share dividends

3.3. Eligible Projects

Eligible projects must demonstrate that they will increase the quality of life in rural PEI, whether in a particular community or region. Specific activities are eligible under each stream of funding:

Community Revitalization – Infrastructure updates, expansions or capital costs which could include, but are not limited to:

- Building renovations to centers such as community halls, recreation centers, or municipal buildings.
- Energy efficiency updates
- Renovations to help an eligible center become a designated reception center in times of emergencies

Community Capacity Building – Community or organization planning activities which could include, but are not limited to:

- Strategic plans
- Community infrastructure plans
- Regional economic development plans
- Diversity and inclusion initiatives

¹ The rural definition used by the RGI follows Statistic Canada's definition, which in the 2021 population census, classified rural areas as those outside of a census metropolitan area (area with 100,000 or more population) or census agglomeration (area with 10,000 or more population). *Source: Statistics Canada. February 9, 2022 Census metropolitan area (CMA) and census agglomeration (CA). Retrieved from <https://www12.statcan.gc.ca/census-recensement/2021/ref/dict/az/definition-eng.cfm?ID=geo009>*

3.4. Ineligible projects

- Projects whose benefit would not extend to PEI rural populations
- Projects that occur on provincial or federal-owned property. Exceptions to this would be if an eligible applying organization has a long-term lease with the property, eligible expenses are owned, operated, and maintained by the eligible applying organization and can be removed from the property, and the project will primarily benefit the services of the eligible applying organization (see [Community Groups Operating on Provincial or Federal Owned Property Policy](#))
- Projects that may result in increased competition for existing private businesses regardless of potential economic benefits.
- Municipal spaces that account for more than 20% of the building
- Projects that better fit with other provincial funding sources
- Projects whose objectives and benefits are the mandate of another government department or agency

3.5. Ineligible expenses

- Motorized vehicles (small motorized vehicles whose primary purpose is for emergency use may be considered on a case-by-case basis – see [Motorized Vehicle Policy](#)).
- Alteration of provincial or federal owned fixed infrastructure (see [Community Groups Operating on Provincial or Federal Property Policy](#))
- Paving of parking lots
- Municipal building and/or office space for municipal offices (see [Community Halls/Centres Policy](#))
- In-kind funding (e.g. volunteer labour)
- Religious buildings (unless applying for Heat Pump Initiative funding).
- Organizational operational costs
- Alteration of a building or piece of infrastructure not owned by the applicant or where there is no long-term lease between the building owner and applicant (typically 5 years).

Rural and Regional Development may deem additional expenses to be ineligible. These decisions may be based on the project scope, their relevancy to fulfill RGI outcomes, or funding availability.

4. [Criteria](#)

All projects will be assessed on the following criteria:

- Alignment with RGI program outcomes (section 2.2)
- Applying organization's project management capabilities to complete the project on budget and on time
- Applying organization's capacity to maintain, insure and finance the approved project long-term.
- Project's ability to leverage funding support from other partners

- Demonstrated community support for the project
- Applying organization is in good standing with Rural and Regional Development
- Project not suited for other provincial government funding programs
- Does not duplicate existing services or initiatives
- Community and/or regional need for project benefit

Projects applying to the **Heat Pump Initiative** sub-stream of the Community Revitalization Funding Stream will also be required to demonstrate that:

- The applicant hosts community events, programming, or rentals during the winter months. For places of worship, this includes events that happen outside of regular worship services in the winter months. Examples of this could include a food bank, senior clubs, or events open to the public.
- The heat pump will be installed in areas where community programming, events, or rentals occur
- The heat pumps will be installed by a contractor on [efficiencyPEI's Network of Excellence list](#).
- The heat pump is listed under the NEEP Cold Climate Air Source Heat Pump List. The list can be found at: <https://ashp.neep.org/#/> . Talk to your contractor for more details.
- Energy audits are recommended, but not required. See [here](#) for more information about getting an energy audit through efficiencyPEI.

Projects applying to the **Reception Centre Resiliency Fund** sub-stream of the Community Revitalization Funding Stream will also be required to demonstrate that:

- The applying organization is approved to be or become a designated reception centre (must be done prior to applying and receiving funding assistance) through the PEI Emergency Measures Organization (see [Appendix B – How to Become a Designated Reception Centre](#))
- If a municipality applicant, the municipality has an approved Municipal Emergency Plan, according to the Municipal Government Act
- If a non-profit applicant, have been designated by the province to operate a reception centre in an unincorporated area or be delegated by a municipality to operate a municipal reception centre
- The applicant owns the building where the work will take place OR maintain a long-term lease of at least 5 years with the owner

Not all projects or requests that meet the established criteria will be funded and may depend on funding demands in the given fiscal year.

The Minister of Rural and Regional Development may also exercise discretion in approving applications that fall outside the general intent of the program, based on the extent to which the applicant can demonstrate the project's potential and vital contributions to the community.

5. Available Funding

5.1. Funding Range

Projects are normally funded at various levels depending on the RGI program it qualifies under as described in the table below.

RGI Funding Stream	Program sub-stream (if applicable)	Funding Range
Community Revitalization	Small-scale projects	Maximum contribution of 75% up to \$250,000 of total eligible costs.
	Large-scale projects	Maximum contribution of 50% up to \$2 million of eligible expenses.
	Heat Pump Initiative*	Maximum of \$20,000 for the purchase and installation of a heat pump and required electrical upgrades.
	Reception Centre Resiliency Program*	Maximum contribution of 80%, up to \$250,000 of eligible costs.
Community Capacity Building		Maximum contribution of 75%, up to \$50,000
<i>*Applicants may be eligible to match these funds with funding from the small-scale or large-scale projects sub-streams if there are other eligible infrastructure costs a part of the heat pump or reception centre equipment projects. This does not apply to places of worship applicants or any other applicant normally ineligible for RGI funding.</i>		

Specific types of projects may only be eligible for certain funding. These include (click on the links to access the policy which includes funding availability):

- [ATV projects](#)
- [Motorized Vehicles](#)
- [Playgrounds](#)
- [Signage](#)
- [Safety/security projects including fire equipment](#)
- [Community Halls/Centres Policy](#)
- [Energy efficiency projects \(heat pumps, solar, etc.\)](#)

Rural and Regional Development reserves the right to adjust funding contributions according to project scopes and funding availability in a given year.

5.2. Funding Matching Requirements

All projects normally require that at least 10% of the total project costs be covered by the applying organization's own funds. Exceptions may apply.

Remaining costs can be covered by contributions from other funding partners. Any other funds used with RGI funding must be subject to rules from other programs or donors. Note that some government funding programs do not allow for other government funding sources to be stacked in the same project.

6. Program Requirements

6.1. Application Deadlines

There are no set application deadlines. Applications are accepted throughout the fiscal year and funds are allocated until the budget for the fiscal year is committed (fiscal year operates from April 1 – March 31).

6.2. Project Timelines

Projects should normally be completed within the same fiscal year that they are approved in. Exceptions may apply.

6.3. Application Package

Eligible organizations interested in applying to the RGI must retrieve an application package from the Community Development Officer in their region. Applications for funding received must be complete, including all required documentation to be considered. Applicants are responsible for completing and providing:

- RGI application
- Quotes from external sources proposed to work on the project (e.g. consultants and/or contractors)
- Proof of applicant's portion of project costs
- Proof of funding agreement with other project contributors
- Proof of Commercial General Liability Insurance (\$2 million minimum; PEI Government additional insured)
- Board of Directors/Council resolution supporting the project
- Declaration of HST Tax Status Form
- Proof of PEI incorporated status (CRA business or charitable tax number)
- Strategic, business, operational or building plans relevant to project
- Government of PEI payee registration form

If applying to the Community Revitalization funding stream, you may also be required to provide:

- Copy of Energy Audit
- Relevant Building Permits
- Description of Environmental Assessments taken
- *If applying to the Heat Pump Initiative:* Confirmation that heat pumps will be installed in a community space that is used for community events.
- *If applying to the Reception Centre Resiliency Fund sub-stream:* Confirmation that the centre is a PEI Emergency Measures Organization designated reception centre

Other documents may also be requested to help Rural and Regional staff assess proposed projects.

6.4. Funding Agreement

Successful applicants must sign a funding agreement that details the Government of PEI and client's obligations, the funding parameters, project timelines, and project reporting requirements. While these guidelines list in brief many of the funding agreement specifications, applicants are encouraged to review the grant agreement in full *prior to applying* to ensure that your organization can meet the requirements. The full grant agreement can be found in [Appendix D](#).

6.5. Reporting Requirements

In most cases clients will be required to submit a report at the midterm and end of the project, however, reporting requirements may vary depending on the project's size and duration.

Reports must include at a minimum:

- Invoices, receipts, and vouchers related to items funded by the project (dictated in the funding agreement)
- Summary of all costs related to the funded project
- Explanation of expenses that are significantly higher or lower than budgeted at the time of application.
- Completion of a feedback form provided (at final claim only).
- Photos of completed product (for Community Revitalization projects).

Rural and Regional Development staff may request clients to use specific templates to assist clients manage project timelines and expenses to streamline reporting.

Reporting may be requested at any time during the project to help notify Rural and Regional Staff of project progress and plan for any unexpected delays or costs.

7. [Application Procedures](#)

7.1. Obtaining an application

Interested applicants can obtain an application from the Community Development Officer in their region. This process allows the Community Development Officer to discuss your project with you to ensure it fits within the objectives of the RGI prior to completing the application process.

7.2. Submitting an application

Applicants are responsible for submitting applications to their Community Development Officer. Applicants must be complete with all required documentation to be considered for funding. Incomplete applications will lead to delays, or the project not being funded. See [section 6.3](#) for a full list of application requirements.

Applicants should keep a copy of their application in case there are questions from Rural and Regional Development staff.

7.3. Application assessment

Rural and Regional Development staff will review completed applications and assess if the project is eligible for funding based on the criteria listed in [section 4](#) of these guidelines. Rural and Regional staff may return to the application with questions or require additional information to help with their assessment.

7.4. Project funding decision

If the project is deemed suitable for RGI funding, the Community Development Officer will communicate the approval and follow with a funding agreement for signature.

If a project is unable to be funded by the RGI, the applicant will be notified by the Community Development Officer with the rationale for not approving.

Rural and Regional Development staff will make every effort to inform applicants about the status of their project as quickly as possible. Processing times are dependent on the number of applications received at a given time. Ensuring your application is complete with all the necessary information will result in faster processing times.

For municipalities or local authorities:

Per the Government of PEI *Executive Council Act*, government departments and agencies must seek Executive Council approval before entering into an agreement. This process may take 60 days or longer.

For projects requesting funding above \$250,000:

Per Government of PEI Treasury Board Policies, government departments and agencies must seek Treasury Board approval prior to entering into a funding agreement above \$250,000. This process may take a month or longer.

7.5. Applicants applying for additional RGI funding

Applicants who have an existing project(s) with Rural and Regional Development will not be considered for additional RGI funding until financial reporting has been received on open projects. Exceptions may apply.

8. Funding Conditions

8.1. Project scope

Funds must be used for the stated project scope and activities as described in Schedule A of the signed funding agreement. Clients should notify their Community Development Officer as soon as possible if funds will be used for activities not stated in the funding agreement. Funding for any project activities not indicated in the signed funding agreement will not be funded without the approval of Rural and Regional Development.

8.2. Project budgets

It is the clients' responsibility to manage project budgets and ensure sufficient funding exists to cover potential cost overruns. If the project costs are expected to be overbudget or significantly underbudget, clients should notify their Community Development Officer as soon as possible (this may be done with a financial report). Rural and Regional Development staff cannot guarantee that additional grant funding can be provided when costs are over budget. In cases where additional funding is approved to cover cost overruns, an amended funding agreement will need to be signed.

8.3. Project timeline extensions

If the project cannot be completed by the end date stated in the signed funding agreement, clients should notify their Community Development Officer as soon as possible. An amended funding agreement may be required to be signed.

8.4. Payments

Payments for projects will normally be distributed over three payments. An initial payment of 50% will be distributed upon signing the funding agreement, an additional 40% pending receipt and approval of an interim financial report, and 10% pending receipt and approval of all final claim documents. It is the responsibility of the client to manage their cash-flow to ensure that vendors are paid accordingly.

8.5. Additional project funders

Clients must inform Rural and Regional Development of all project funding sources, including from any other federal, provincial, or municipal sources. Typically, this is confirmed in the application process, but any changes should be communicated by the client to the Community Development Officer as soon as possible.

8.6. Project costs incurred prior to project approval

Project costs that are incurred up to 90 days before the date the project application is received may be considered eligible costs. It is at the risk of the potential client to incur project costs prior to the project being approved.

9. Financial Records

9.1. Record keeping

Clients are responsible for maintaining all proper accounts and records of the project cost as stated by the signed funding agreement. This includes related invoices, receipts and vouchers.

Subject to statutory limitations, the client shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to the funding, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

9.2. Audits

Government reserves the right to audit financial records related to the approved funding agreement at any time. In such cases, the client is required to provide the proper facilities for the audit, inspection, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices receipts and vouchers.

10. Conflict of Interest

10.1. Definition

A conflict of interest arises when a conflict between an individual's personal interests (what they could gain financially or otherwise) and their duty to administer the grant funds in an accountable and transparent manner are in question.

10.2. Implication

At all times during the project, any individual associated with administering RGI funds must avoid placing themselves in a situation where their personal interest could interfere with their duty to be transparent and accountable with the use of the grant funds.

If a perceived or actual conflict of interest exists, or any circumstance that might interfere with independent or exercise of judgment exists, while administering any portion of the RGI funding agreement, clients should notify Rural and Regional Development staff in writing. It will be up to government to decide if the client can resolve the actual or potential conflict to the satisfaction of government or terminate the agreement per the Termination section of the funding agreement.

11. Freedom of Information and Protection of Privacy Act

11.1. Photographs

Clients agree that government may take photographs related to the project including the organization's premise and project site. Photos may be used to promote Government funding programs to the program.

11.2. Reports and copyright

Clients agree that Government owns the copyright on any report generated from the project and that it may use it for any purpose without further consent of the client.

11.3. Confidentiality

All information, knowledge or data made available to the client as a result of the funding agreement shall be treated as confidential information. Clients must not disclose or use information, knowledge or data generated from the project outside of the agreement's purpose without the government's consent unless it is generally available to the public.

11.4. Freedom of Information and Protection of Privacy Act

Clients acknowledges that information provided in respect of the funding agreement, may be subject to release under the Freedom of Information and Protection of Privacy Act, R.S.P.E.I. 1988, Cap. F-15.01. The Recipient may be consulted prior to release of any information.

11.5. Collection of Personal Information

Clients acknowledge and agree that, in the event the Project involves the collection or use of personal information, it is subject to the Freedom of Information and Protection of Privacy Act, and that personal information may not be released to any third party or unauthorized individual.

12. Acknowledgement standards

12.1. Special events

When organizing events in connection with the project, clients consent to government attending. Clients should advise Rural and Regional Development at least thirty (30) days in advance of the event to make the proper preparations. The event should be held on a date that is mutually acceptable between Rural and Regional Development and the client.

12.2. Publications and presentations

Clients must ensure that the Government of PEI is acknowledged as a funder of the project in any and all publications and presentations. Clients creating communications products related

to the project should reach out to Rural and Regional Development to help develop and approve the communications product prior to its release.

13. Contact

If you have any questions about the Rural Growth Initiative, please contact your local Community Development Officer:

Location	Officer	Phone Number	E-mail
West Prince	Ellen Rennie	902-853-0104	emrennie@gov.pe.ca
East Prince/Central Queens	Kellie Mulligan	902-887-3975	kamulligan@gov.pe.ca
Evangeline	Giselle Bernard (bilingual)	902-854-3680	gbbarnard@gov.pe.ca
Southern Kings/Queens	Sonia Dixon	902-838-0618	SDDixon@gov.pe.ca
Eastern Kings	Chris Blaisdell	902-208-0032	cwblaisdell@gov.pe.ca

Rural Growth Initiative Program Guidelines 2024-25

Rural and Regional Development,
Department of Fisheries, Tourism, Sport and Culture



PROGRAM OBJECTIVES:

The Rural Growth Initiative (RGI) provides community organizations with the opportunity to fund initiatives that strengthen rural community life in PEI.

Two main funding streams are offered by the RGI with the following outcomes:

- **Community Revitalization** - Enhance, maintain, or expand access to spaces that provide services which enhance rural communities.
- **Community Capacity** - Increase community or organizational capacity to support rural population growth, economic growth, or ability to provide services that enhance rural communities.

ELIGIBILITY:

Eligible Organizations:

Organizations that have a mandate for community and/or economic development in rural PEI who are either a:

- PEI incorporated non-profit
- Municipality
- Band Council
- Development agency

Ineligible organizations and/or applicants:

- Private Businesses
- Provincial or federal-owned organizations
- Places of worship (*unless applying for the Heat Pump Initiative only under the Community Revitalization Funding Stream*)
- Organizations whose services benefit urban populations only (*unless applying for the Reception Centre Resiliency Program or Heat Pump Initiative only*)
- Cooperatives that share dividends

Eligible Projects:

Eligible projects must demonstrate that they will increase the quality of life in rural PEI, whether in a particular community or region. Specific activities are eligible under each stream of funding:

Community Revitalization – Infrastructure updates, expansions or capital costs which could include, but are not limited to:

- Building renovations to centers such as community halls, recreation centers, or municipal buildings.
- Energy efficiency updates (see [Heat Pump Initiative – Additional Guidelines](#) for heat pump installations)

- Renovations to help an eligible center become a designated reception center in times of emergencies (see [Reception Centre Resiliency Fund – Additional Guidelines](#)).

Community Capacity Building – Community or organization planning activities which could include, but are not limited to:

- Strategic plans
- Community infrastructure plans
- Regional economic development plans
- Diversity and inclusion initiatives
- Training and skills development

Ineligible Projects:

Ineligible projects that will normally not be funded by RGI include:

- Projects whose benefit would not extend to PEI rural populations
- Projects that occur on provincial or federal-owned property.*
- Projects that may result in increased competition for existing private businesses regardless of potential economic benefits.
- Municipal spaces/ offices that account for more than 20% of the building
- Projects that better fit with other provincial funding sources
- Projects whose objectives and benefits are the mandate of another government department or agency

For a full list of normally eligible and ineligible types of projects and activities that can be funded by the RGI, applicants should refer to the Applicant Guide. Rural and Regional Development staff may deem additional expenses or types of projects to be ineligible. These decisions may be based on the project scope, their relevancy to fulfill RGI outcomes, or funding availability.

CRITERIA

All projects will be assessed on the following criteria:

- Alignment with RGI program outcomes
- Applying organization’s project management capabilities to complete the project on budget and on time
- Applying organization’s capacity to maintain, insure and finance the approved project long-term
- Project’s ability to leverage funding support from other partners
- Demonstrated community and/or organizational support for the project
- Applying organization is in good standing with Rural and Regional Development
- Project not suited for other provincial government funding programs
- Does not duplicate existing services or initiatives in the community
- Community and/or regional need for project benefit

Projects applying to the **Heat Pump Initiative** sub-stream will also be required to demonstrate that:

- The applicant hosts community events, programming, or rentals during the winter months. For places of worship, this includes events that happen outside of regular worship services in the winter months. Examples of this could include a food bank, senior clubs, or events that are open to the general public.
- The heat pump will be installed in areas where community programming, events, or rentals occur
- The heat pumps will be installed by a contractor on [efficiencyPEI’s Network of Excellence list](#).

- The heat pump is listed under the NEEP Cold Climate Air Source Heat Pump List. The list can be found at: <https://ashp.neep.org/#/> Talk to your contractor for more details.
- Energy audits are recommended, but not required. See [here](#) for more information about getting an energy audit through efficiencyPEI.
- See [Heat Pump Initiative – Additional Guidelines](#) on page 5 for more details.

Projects applying to the **Reception Centre Resiliency Fund** sub-stream will also be required to demonstrate that:

- The applying organization is or is eligible to become a designated reception centre (must be done prior to applying and receiving funding assistance).
- See [Reception Centre Resiliency Fund – Additional Guidelines](#) on page 7 for more details

Not all projects or requests that meet the established criteria will be funded and may depend on funding demands in the given fiscal year.

The Minister responsible for Rural and Regional Development may also exercise discretion in approving applications that fall outside the general intent of the program, based on the extent to which the applicant can demonstrate the project’s potential and vital contributions to the community.

AVAILABLE FUNDING

The amount of funds available to projects normally under each RGI stream is described in the table below

RGI Program	Program sub-stream (if applicable)	Funding Range
Community Revitalization	Small-scale projects	Maximum contribution of 75% up to \$250,000 of total eligible costs.
	Large-scale projects	Maximum contribution of 50% up to \$2 million of total eligible costs.
	Heat Pump Initiative	One-time assistance of 100% of heat pump costs up to a maximum of \$20,000.
	Reception Centre Resiliency Program	Maximum contribution of 80%, up to \$250,000 of eligible costs.
Community Capacity Building		Maximum contribution of 75%, up to \$50,000

Specific types of projects may only be eligible for certain funding. See the Applicant Guide for more details.

Rural and Regional Development reserves the right to adjust funding contributions according to project scopes and funding availability in a given year.

Client contributions:

All projects normally require that at least 10% of the total project costs be covered by the applying organization's own funds. Exceptions may apply.

APPLICATIONS:

Eligible organizations interested in applying to the RGI must retrieve an application package from the Community Development Officer in their region (contact details below).

Applications are accepted throughout the fiscal year and funds are allocated until the budget for the fiscal year is spent (fiscal year operates from April 1 – March 31).

It is highly recommended that applicants read the Applicant Guide prior to applying (link to Government of PEI webpage or available from your local Community Development Officer).

Incomplete applications will not be considered for funding.

ADDITIONAL RESOURCES

- [Heat Pump Initiative – Additional Guidelines](#)
- [Reception Centre Resiliency Fund – Additional Guidelines](#)

CONTACT:

If you have any questions about the RGI, please contact your local Community Development Officer:

Location	Officer	Phone Number	E-mail
West Prince	Ellen Rennie	902-853-0104	emrennie@gov.pe.ca
East Prince/Central Queens	Kellie Mulligan	902-887-3975	kamulligan@gov.pe.ca
Evangeline	Giselle Bernard (bilingual)	902-854-3680	gbbarnard@gov.pe.ca
Southern Kings/Queens	Sonia Dixon	902-838-0618	SDDixon@gov.pe.ca
Eastern Kings	Chris Blaisdell	902-208-0032	cwblaisdell@gov.pe.ca

HEAT PUMP INITIATIVE – ADDITIONAL GUIDELINES

The Heat Pump Initiative helps community groups to purchase and install heat pumps in community spaces as part of the Government of PEI's Net Zero Initiative. This Initiative is offered in partnership between the Department of Environment, Energy and Climate Action and Department of Fisheries, Tourism, Sport and Culture.

The Heat Pump Initiative is a sub-stream of funding offered under the Community Revitalization Funding Stream of the Rural Growth Initiative Program. Rural Growth Initiative Guidelines also apply to the Heat Pump Initiative, unless stated otherwise on this page.

ELIGIBLE ORGANIZATIONS:

Eligible organizations under the Rural Growth Initiative are also eligible to receive Heat Pump Initiative funding. **Places of worship are eligible to receive funding for Heat Pump Initiative funding only.**

Eligible applicants must be able to demonstrate that they host community events, programming, or rentals during the winter months. For places of worship, this includes events that happen outside of regular worship services in the winter months. Examples of this could include a food bank, senior clubs, or events that are open to the general public.

Organizations ineligible to receive Rural Growth Initiative funding are also ineligible to receive Heat Pump Initiative funding (except for places of worship).

ELIGIBLE COSTS:

Heat pumps and necessary installation costs. Eligible heat pumps must be:

- Installed in areas where community programming, events, or rentals occur
- Installed by a contractor on [efficiencyPEI's Network of Excellence list](#).
- Listed under the NEEP Cold Climate Air Source Heat Pump List. The list can be found at: <https://ashp.neep.org/#/>. Talk to your contractor for more details.

AVAILABLE FUNDING:

Eligible organizations may receive a one-time funding contribution of up to 100% of eligible costs up to a maximum of \$20,000.

If the heat pump is part of a larger building renovation, additional costs may be eligible to be covered through the Community Revitalization Fund (of the Rural Growth Initiative). Places of Worship are not eligible for this assistance.

RECEPTION CENTRE RESILIENCY FUND – ADDITIONAL GUIDELINES

The Reception Centre Resiliency Fund provides financial assistance to eligible organizations to retrofit community spaces with the necessary equipment or upgrades so they are able to serve as a designated reception centre for those in their communities when the need arises.

This funding is being provided in partnership between the Department of Justice and Safety, Emergency Measures Organization, Public Safety Division and Department of Fisheries, Tourism, Sport and Culture, Rural and Regional Development Division.

The Reception Centre Resiliency Fund is a sub-stream of funding offered under the Community Revitalization Funding Stream of the Rural Growth Initiative Program. Rural Growth Initiative Guidelines also apply to the Reception Centre Resiliency Fund, unless stated otherwise on this page.

ELIGIBILITY:

Eligible Organizations:

Applying organizations must be a designated reception centre prior to applying and receiving funding assistance. Review the Reception Centre Guidelines for more information on how to become a designated reception centre or get in touch with the PEI Emergency Measures Organization (contact information below).

Eligible organizations must also fall into one out of the two categories stated below and meet the criteria listed under each:

1. Municipality for a designated Municipal Reception Centre

- Be an incorporated municipality
- At the time of application have an approved Municipal Emergency Plan, according the Municipal Government Act,
- Own the building where the work will take place OR maintain a long-term lease of at least 5 years with the owner of the property.

2. Incorporated Not-for-Profit Organization for an Unincorporated Reception Centre

- Incorporated not-for-profit organization located in PEI
- Have an approved Organizational Emergency Plan from PEI EMO for reception centre operations,
- Have been designated to operate a reception centre in or be delegated by a municipality to operate a municipal reception centre,
- Own the building where the work will take place OR maintain a long-term lease of at least 5 years with the owner of the property.

Organizations that serve urban populations only may be considered for funding.

Ineligible Organizations:

Organizations ineligible for Rural Growth Initiative funding are also ineligible for Reception Centre Resiliency Funding, unless it is deemed by the Province that there are no other possible designated reception centres that are owned and can be operated in a particular area by eligible organizations.

ELIGIBLE COSTS

Eligible costs must demonstrate that they are necessary for the operations of a designated reception centre. This may include but is not limited to:

- Purchase and delivery of equipment required for a reception centre
- Purchase and delivery of equipment to enhance the safety and security of the reception centre (e.g. communication equipment, first aid supplies, etc.)
- Purchase and delivery of equipment to provide enhanced reception centre features (see enhanced reception features below).
- Signage for advertising reception centre services
- Professional services required to install eligible equipment
- Site preparation work
- Repairs to existing infrastructure required for being a designated reception centre.

If eligible reception centre costs are part of a larger building renovation, additional costs may be eligible to be covered through the Community Revitalization funding stream.

AVAILABLE FUNDING:

Maximum contribution of 80%, up to \$250,000 of eligible costs.

BECOMING A DESIGNATED RECEPTION CENTER.

To become a designated reception center, applicants are responsible for reviewing the [How to Become a Reception Centre document \(Appendix B\)](#). Applicants are also required to contact the PEI Emergency Measures Organization to go through the formal designation process.

If you have any questions about **becoming a designated reception centre**, please contact:

Emergency Measures Organization - Public Safety Division

Phone: 902-894-0385

Email: emo@gov.pe.ca

Appendix B: How to Become a Designated Reception Centre

In order to be eligible to receive funding from the Reception Centre Resiliency Fund from the Community Revitalization Funding Stream of the Rural Growth Initiative program, applicants must become a Designated Reception Centre.

Interested applicants must also meet the requirements as laid out in the Rural Growth Initiative Program to be eligible for the Reception Centre Resiliency Fund program. See here for these guidelines (links to Government of PEI website and is also available from a Community Development Officer in your area).

Why is it important to become a designated reception centre?

Going through the designation process ensures that your organization's space is adequately equipped and prepared to properly accommodate people during a time of emergency.

Minimum requirements for becoming a designated reception centre:

Applicants must demonstrate to the PEI Emergency Measures Organization (PEI EMO) that their organization meets or has the capacity to meet the below criteria.

Facility Requirements

- Sufficient parking space
- Facility capacity of 50 people minimum
- Publicly available internet/Wifi for capacity
- Table and Chairs for capacity
- Emergency lighting
- Heating equipment
- Ventilation or air conditioning operation
- Washroom facilities
- Sufficient electrical outlets to allow for device charging – including extension cords
- Maintain a social media platform or alternate means to advise residents of services
- Appropriate outdoor signage identifying facility as a reception centre
- Documentation procedures to track attendees
- First aid supplies
- Required garbage disposal, cleaning supplies and washroom supplies (i.e. toilet paper and towels)
- Meet all fire code requirements
- Ability to ensure safe source of drinking water
- Develop a generator maintenance program with a designated individual to maintain.
- Snow removal plan

Staffing/Volunteer Plan:

- Have a list of staff and or volunteers able to open and oversee reception centre operations
- If serving food, have a designated individual with the Safe Food Handling certificate to oversee and manage food services

What if our organization does not have the minimum requirements already in place?

Interested applicants should continue to reach out to PEI EMO to understand what is needed to become a designated reception centre. In some cases, applicants may be eligible to receive Reception Centre Resiliency Funding if required needs can be met through funding. This will be assessed on a case-by-case basis.

Who do I contact for more information?

If you have any questions about **becoming a designated reception centre**, please contact

Emergency Measures Organization - Public Safety Division

Phone: 902-894-0385

Email: emo@gov.pe.ca

If you have any questions about the Reception Centre Resiliency Fund, please contact your local Community Development Officer:

Location	Officer	Phone Number	E-mail
West Prince	Ellen Rennie	902-853-0104	emrennie@gov.pe.ca
East Prince/Central Queens	Kellie Mulligan	902-887-3975	kamulligan@gov.pe.ca
Evangeline	Giselle Bernard (bilingual)	902-854-3680	gbbarnard@gov.pe.ca
Southern Kings/Queens	Sonia Dixon	902-838-0618	SDDixon@gov.pe.ca
Eastern Kings	Chris Blaisdell	902-208-0032	cwblaisdell@gov.pe.ca

Appendix C: Resources

For further information about the Rural Growth Initiative, including types of documents that may be required during the application and reporting process, please consult the documents below.

- Rural Growth Initiative Program Guidelines
- HST Tax Deceleration Form

Appendix D: Rural Growth Initiative Policies

The following policies are additional guidelines that apply to certain types of RGI projects. All other guidelines described in the formal RGI program guidelines apply.

ATV POLICY	
PROJECTS	Equipment purchase (motorized vehicles for recreational purposes are ineligible) construction of new or upgrades to existing trails, construction of new or maintenance, and upgrades to existing clubhouses. No more than one clubhouse will be supported per association. Applicants will be required to be a member in good standing with the PEI ATV Federation and adhere to all aspects of the Trail Development Code of Conduct. Any equipment purchases will be required to have an MOU indicating where they will be stored.
ELIGIBLE APPLICANTS	Incorporated ATV Associations or the PEI ATV Federation. Preference will be given to projects that are regional in nature.
CONFIRMATION OF SUPPORT	All applicants are required to have a Letter of Support from the PEI ATV Federation.
LAND AGREEMENTS	Organizations must be able to provide current land leases/agreements for any parcels of private property where any trail work is being completed.
PROJECT FUNDING LEVEL	Funding for a project is normally up to 75% of the total eligible costs up to a maximum contribution of \$100,000 per project or follow the motorized vehicle policy.
OWNERSHIP	The applicant will maintain ownership of the project equipment unless the Association dissolves and then it is turned over to the PEI ATV Federation.
PERMITS	The applicant will be required to submit all necessary environmental and municipal permits and any other relevant documentation prior to commencing the project.

COMMUNITY GROUPS OPERATING ON PROVINCIAL OR FEDERAL-OWNED PROPERTY POLICY	
PROJECTS	Projects implemented by eligible RGI community groups that occur on provincial or federal owned property that have a regional impact and contribution to community development.
ELIGIBLE ACTIVITIES	Groups may receive funding for items that are or will be owned and maintained by the applying group. Groups must demonstrate how items will be used for activities outside of services provided by the provincial or federal government on the property. Groups may also apply for projects involving professional services, workshops, events, strategic planning, etc
INELIGIBLE ACTIVITIES	<ul style="list-style-type: none"> • Projects with end products or results that will primarily benefit the services provided by the provincial or federal government on the property • Playgrounds on school grounds • Alteration of provincial or federal-owned fixed infrastructure (e.g. walls, floors, etc.) • Other types of projects will be considered on a case by case basis.
LEASE CONDITIONS	The applicant must have a minimum five-year lease with the owner of the building where the project will occur.

COMMUNITY HALLS / CENTRES POLICY	
PROJECTS	Renovations/expansion to existing Community Halls/Centres that provide services to the public. Preference will be given to projects that are regional in nature. Municipal offices cannot account for more than 20% of the usable space of the building.
INELIGIBLE PROJECTS	<ul style="list-style-type: none"> • Municipal buildings and/or the office space for municipal offices; • Paving of parking lots; • Project outcomes that increase competition for existing private businesses in the region may not be eligible for funding regardless of economic spin-offs.

ENERGY EFFICIENCY PROJECTS POLICY

PROJECTS	<p>Equipment purchase and construction of new or upgrades to electric or heating energy efficiency (including solar) systems. Applicants may be required to provide an energy audit as proof that the proposed project will contribute to energy efficiencies for the infrastructure.</p> <p>For heat pump projects only: clients are eligible for financial assistance up to 100% funding of eligible costs up to a maximum of \$20,000. This assistance includes any eligible rebate from efficiencyPEI. See Heat Pump Initiative guidelines for more details.</p>
DESIGN STANDARDS	<p>The applicant must provide the quote from the manufacturer and confirmation the equipment meets a certain standard from a third party (i.e.: Efficiency PEI or a similar organization). Energy audits are eligible for five years.</p>
PROJECT FUNDING LEVEL	<p>Funding for a project is normally up to 75% of the total eligible costs up to a maximum contribution of \$250,000 per project.</p> <p>For heat pump projects only under the Heat Pump Initiative, clients are eligible for a one-time financial assistance contribution of up to 100% funding of eligible costs to a maximum of \$20,000.</p>

ALLOWABLE EXPENDITURES (90 DAYS) POLICY

PROJECT COSTS	<p>Project costs that are incurred up to 90 days prior to the date the project application is received may be considered eligible costs.</p>
ELIGIBILITY FACTORS	<p>Eligible costs must fall within the scope of the approved project as outlined in Schedule A of the funding agreement.</p>
FISCAL YEAR	<p>Project costs may have been incurred in a prior fiscal year but the funding would come out of the current RGI fiscal year's budget (or future years if a multi-year agreement).</p>

MOTORIZED VEHICLE POLICY	
PROJECTS	The purchase of motorized vehicles.
INELIGIBLE EQUIPMENT	All motorized vehicles, defined as equipment able to transport people and goods. Small motorized vehicles whose primary purpose is for emergency use may be considered on a case-by-case basis (e.g. snowmobiles, ATVs, rescue boats, etc.).
PROJECT FUNDING LEVEL	Funding for projects will be up to 50% with a maximum contribution of \$50,000.
LIABILITY	The applicant must provide documentation that sufficient liability insurance is in place. Insurance coverage must continue for the life of the project.

PUBLIC PLAYGROUND POLICY	
PROJECTS	Capital purchase and construction of new or upgraded public playgrounds.
INELIGIBLE ACTIVITIES	In-kind funding (i.e.: <i>site preparation volunteer labour</i>) will not be considered. Playgrounds on school property will no longer be considered eligible and will be directed to the Playground Equipment Fund .
PROJECT FUNDING LEVEL	Funding for a playground project is normally 75% of the total costs up to a maximum contribution of \$100,000 per project.
REGIONAL PROJECTS	Preference will be given to playgrounds that are regional in nature. The applicant may be asked to provide confirmation that it is regional in nature (e.g. letters of support or resolution from not-for-profit organizations and/or surrounding communities.)
ACCESSIBILITY	The playground must be open and accessible to the public and public parking must be available.
OWNERSHIP	The applicant/property owner will maintain ownership of the project equipment and may negotiate lease arrangements with landowners who must provide accessibility, insurance coverage, and ongoing maintenance.
DESIGN STANDARDS	The applicant must provide the design drawings from the manufacturer and confirmation the playground equipment meets the “CSA Standards for Play Structures.”
MAINTENANCE/ INSURANCE	Equipment installed on municipal property will require the applicant to provide a letter from the municipality stating they will accept responsibility for liability and ongoing inspections and maintenance costs.

RURAL DEFINITION POLICY	
RURAL DEFINITION FOR RGI PROJECTS	Rural and small town refers to individuals, municipalities, or non-government incorporated organizations outside the development zones (3 km) of larger urban centers of Charlottetown, Summerside, and Stratford (or those with 10,000 or more population)*
EXCEPTIONS	<p>Projects, which are deemed to have a significant impact on rural residents for regional or island-wide projects, could be eligible for funding.</p> <p>RRD can allocate up to 5% of funding for Rural Growth Initiative projects in non-rural areas.</p> <p>RRD will support urban centres with Reception Centre Resiliency Funds, provided the applicant meets all eligibility criteria.</p>
ELIGIBILITY FACTORS	Eligibility would be based on the number of people affected by the project, the geographic reach, and the ability to leverage additional partnerships.
*Borrowed from: Statistics Canada (2001). Rural and Small Town Canada Analysis Bulletin. Catalogue no. 21-006-XIE	

SAFETY & SECURITY PROJECTS POLICY	
PROJECTS & CRITERIA	<ul style="list-style-type: none"> • Equipment can include rescue, safety, and firefighting equipment (e.g. thermal imaging, power units, communications equipment). • Small vehicles whose primary purpose is for emergency purposes may also be considered as specified under the Motorized Vehicle Policy • Renovations/expansions will only be considered for fire halls. • Letters of support from the Fire Marshall's office are required.
PROJECT FUNDING LEVEL	<ul style="list-style-type: none"> • Fire equipment: Maximum is up to 75% of the total costs up to a maximum contribution of \$100,000 per department. • For infrastructure costs: <ul style="list-style-type: none"> • <i>Small-scale project stream:</i> Maximum contribution of 75% up to \$250,000 of total eligible costs. • <i>Strategic project stream:</i> Maximum contribution of 50% up to \$2 million of total eligible costs. Projects must promote the strategic interest of the province and provide additional supporting documentation. These projects must be regional initiatives that have a strong impact on the community.

SIGNAGE POLICY	
PROJECTS	Signage at the entrance/or within the community for the purpose of welcoming or promoting local events, etc.
PROJECT FUNDING LEVEL	Funding for projects will be up to 75% with a maximum contribution of \$20,000.
SIGNAGE POLICY	Signage must follow the Government of PEI signage policy and have all proper permits.

Appendix E: Rural Growth Initiative Funding Agreement

FUNDING AGREEMENT

Note: this template provides the standard clauses that should be part of a funding agreement, but each agreement is unique and there may be additional requirements that should be included.

THIS AGREEMENT made this _____ day of _____, 20____.

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by
the Minister of Fisheries, Tourism, Sport and Culture

(hereinafter referred to as “Government”)

OF THE FIRST PART

AND:

_____ of _____
in _____ County, Province of _____

(hereinafter referred to as the “Recipient”)

OF THE SECOND PART

[INSERT PROJECT TITLE]

WHEREAS Government wishes to provide funding to the Recipient to carry out the Project described in Schedule “A” attached hereto;

AND WHEREAS the Recipient has agreed to carry out the Project on certain terms and conditions as more particularly set out in this Agreement;

AND WHEREAS the Recipient has agreed that this is a *funding agreement* and not a *contract for service* agreement;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Covenants of the Recipient and Government

1. The Recipient shall perform the requirements, assume all those responsibilities and diligently execute the Project described in the attached Schedule "A" in a manner satisfactory to Government.

2. (a) Subject to the termination clause contained in the Termination section of this Agreement,

the term of this Agreement shall commence on the ____ day of ____, 20__, and end on the ____ day of _____, 20__.

- (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Recipient commenced the performance of the Project on the ____ day of ____, 20__. It is further agreed that the amount of \$_____ is the maximum amount to be paid for the Project and includes all amounts which may be owed for the Project since the ____ day of ____, 20__.

Payments, Records and Accounts

[NOTE: Depending on the payment schedule agreed to with the Recipient, some or all of the following subparagraphs in Section 3 may be needed. Please read each subparagraph carefully.]

3. Government shall make payments to the Recipient in the following manner:

- (a) Payment for the Project shall be a fixed lump sum of \$_____, payable in installments, as follows: [i.e. List dates (milestones) when payments will be made including amount to be paid on each date and what documentation Government requires prior to making each payment]

AND, IF APPLICABLE

- (b) The payments described herein shall be paid upon the basis of the submission of a detailed claim together with all necessary receipts to be provided by the ____ day of ____, 20__. Such claims shall be submitted to Government and Government shall pay the amount owing within thirty (30) days of Government's approval of receipts.
- (c) All payments are subject to a hold back of an amount equal to __% of the amount billed. The hold back shall be paid upon completion and acceptance of the Project.

OR

- (c) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the Project.

[The following clauses may be applicable depending on the program or Recipient:]

- (d) Project expenditures incurred after _____(date), 20XX will not be eligible for payment under this Agreement.
- (e) Taxes are not considered an eligible project expense;
- OR**
- (e) Eligibility for reimbursement of HST is dependent upon the Recipient being a registered, non-profit corporation and providing documentation, acceptable to Government, that the Recipient is ineligible for partial or complete reimbursement of HST from the Government of Canada. Government's contribution to this reimbursement is limited to the amount not eligible for reimbursement from the Government of Canada.
- (f) The Recipient understands and agrees that it must inform the Government of funding from any other federal, provincial or municipal sources for the Project approved pursuant to this Agreement.

- (g) The Recipient shall keep proper accounts and records of the cost to the Recipient of the Project and of all expenditures or commitments made by the Recipient under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Recipient shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
- (h) Subject to statutory limitations, the Recipient shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

- 4. (a) The Parties agree that the Recipient shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Recipient, or any officer, clerk, employee or agent of the Recipient, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
- 5. (a) The Recipient agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Recipient may be required by law to make in connection with the Project.
- (b) The Recipient agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Project and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I., 1988 Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I., 1988 Cap. W-7.1 or any other laws that impose obligations in the nature of the employers' obligations. The Recipient agrees to follow the Public Service Commission Human Resource Policies 9.05 Violence in the Workplace Policy; 9.08 Drug, Alcohol, and Medication Policy; and 11.01 Policy for the Prevention and Resolution of Harassment in the Workplace while working on Government sites, in Government vehicles or alongside Government staff.
- (c) The Recipient, before undertaking the Project shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- (d) The Recipient agrees to accept the full cost of doing those things required under this paragraph,

and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts section of this Agreement.

6. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which the payment is to be made.

Reports

7. (a) The Recipient shall make interim reports as Government may direct.
- (b) The Recipient shall prepare and submit a draft final report, including financial statements, for review and approval of Government not later than the ____ day of ____ 20__. Government shall either signify its approval or note the deficiencies in writing to the Recipient within ____ days of its submission. The final report shall be submitted to Government not later than the ____ day of ____, 20__ unless the Parties agree otherwise in writing.

Administration

8. (a) The Recipient shall permit any authorized representative of the Government's Department of Fisheries, Tourism, Sport and Culture reasonable access to the Recipient's premises and Project site to inspect and assess the progress and results of the project.
- (b) The Recipient understands and agrees that
 - (i) Government may take photographs, related to the Project, of the Recipient's premises and Project site;
 - (ii) Government may use the photographs taken for the purposes of promoting Government's funding programs to the public.
- (c) The Recipient understands and agrees that Government owns the copyright on any report generated as a result of paragraph 7, and Government may use the report(s) for any purpose without further consent of the Recipient. The Recipient releases to Government any rights, including any copyright or moral rights, it may have in any report created under paragraph 7.

[Clauses in Section 8(b) and (c) may not be required depending on the purpose of the funding agreement.]

9. (a) The Recipient will advise Government at least thirty (30) days in advance of any special event (official opening, ribbon cutting, sod-turning, etc.) the Recipient wishes to organize in connection with the Project. A ceremony shall only be held on a date which is mutually acceptable to Government and the Recipient. The Recipient consents to having Government participate in any such ceremony.
- (b) The Recipient shall ensure that publications and presentations resulting from the Project shall identify the Government as a funder of the Project.
- (c) A Recipient proposing to use a communications product which will acknowledge the support of

Government shall consult with Government in the development and approval of the communications product.

10. Government shall provide such support, direction, decisions and information to the Recipient as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Recipient.

Termination

11. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Recipient by hand delivery, mailed to the Recipient's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Recipient shall have no further claim against Government, except that the Recipient will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Project performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Recipient prior to the receipt of the notice and for which the Recipient is liable for payment, less any sums paid by Government to the Recipient on account.
12. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

13. Any and all information, knowledge or data made available to the Recipient as a result of this Agreement shall be treated as confidential information. The Recipient shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.
14.
 - (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Recipient, its employees, agents, servants or others for whom the Recipient is responsible, without the written consent of Government.
 - (b) The Parties agree that Government owns the copyright on all aspects of the Project, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Project whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
 - (c) The Recipient relinquishes all rights to the Project created pursuant to this Agreement, including all rights, and moral rights otherwise accruing to the Recipient pursuant to the *Copyright Act*, R.S.C. 1985, C-42

Conflict of Interest

15. The Recipient warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Recipient shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Recipient of an actual or potential conflict of interest, Government, in its sole discretion, may either:
- (a) allow the Recipient to resolve the actual or potential conflict to the satisfaction of Government;
or
 - (b) terminate the Agreement in accordance with the Termination section of this Agreement.

Freedom of Information and Protection of Privacy Act

16. The Recipient acknowledges that this Agreement and information provided in respect of this Agreement, may be subject to release under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I. 1988, Cap. F-15.01. The Recipient may be consulted prior to release of any information.
17. The Recipient acknowledges and agrees that, in the event the Project involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act*, and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

18. The Recipient shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Project (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Recipient or anyone directly or indirectly employed by the Recipient or anyone for whom the Recipient may be liable.
19. The Recipient shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain, the following insurance with insurers and in forms and amounts acceptable to Government:
- (a) Commercial General Liability insurance in an amount not less than \$2,000,000 (CAD) inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
 - Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Contingent Employer's Liability;

- Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insureds;
 - Broad Form Property Damage;
- If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor
- (b) The policy or policies required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A Certificate of Insurance and any renewals thereof shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt by the Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

20. This Agreement shall not be assigned or subcontracted in whole or in part by the Recipient without the prior written consent of Government.
21. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
22. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the province of Prince Edward Island.
23. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
24. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
25. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
26. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)

) **Government of Prince Edward Island,**
as represented by the Minister of
Fisheries, Tourism, Sport and Culture

SIGNED, SEALED & DELIVERED

in the presence of:

)
)
)
)

) **Recipient Name**

Authorized Signing Office

Schedule "A"

**TO AGREEMENT BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
THE RECIPIENT**

DATED THE ____ DAY OF ____, 20__

PROJECT DESCRIPTION

[INSERT PROJECT NAME]

Project Description:

[INSERT]

ITEM	ESTIMATED COSTS	CONDITIONAL CONTRIBUTION
	Total Expenditures	

It is expected that these estimates are a reasonable spending projection in each area and any variance of more than 25% must be approved in advance by the Government.

Funding:

Source	Amount
Total Funding	

Initials: _____

Date: _____

FINAL REPORT:

When requested, the Recipient shall submit a report acceptable to government providing information necessary for gathering indicators on the success of the project.

CLAIM PROCEDURE:

The first claim will consist of invoices and cancelled cheques/receipts equal to or greater than that amount advance (50%). If the first claim is satisfactory, the Department will release the second advance payment (40%)

Upon completion of the Project a final report as identified above and a final cost claim summary must be completed in order for the final payment (10%) to be released. The final claim will include invoices and cancelled cheques/receipts for the full amount provided through this agreement. Should this approval be part of a larger project with multiple funding partners, a ledger detailing the expenses of the entire project will be required, from which twenty (20) items in addition to the requirements above will be selected and the applicant will provide the corresponding invoices and cancelled cheques/receipts for review.

Government agrees that the Project costs that are incurred up to 90 days prior to the date the project application is received by Government **may** be considered as eligible costs.

Eligible costs must fall within the scope of the approved project items as outlined in this Schedule.

Initials: _____

Date: _____